



PATENT
Attorney Docket No. A-64360-2
Attorney File No.: 465840-00087

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

BUELOW *et al.*

Serial No. 10/780,321

Filing Date: February 17, 2004

For: *Cytomodulating Lipophilic
Peptides for Modulating Immune
System Activity and Inhibiting
Inflammations*

Examiner: DIBRINO, Marianne N.

Art Unit: 1644

CERTIFICATE OF MAILING

I hereby certify that this correspondence, including listed enclosures, are being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on:

Date: October 6, 2005

Signature 
Brent Yonehara

**TERMINAL DISCLAIMER TO
OBVIATE DOUBLE PATENTING REJECTION**

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Petitioner, **SangStat Medical Corporation** (hereinafter "SangStat"), represents that it is the assignee of the entire right, title, and interest of:

1. The instant application, U.S. Serial No. 10/780,321, filed February 17, 2004, which is a continuation of U.S. Serial No. 09/028,083, filed February 23, 1998, now U.S. Patent No. 6,696,545, which is a continuation-in-part of U.S. Serial No. 08/838,916, filed April 11, 1997, pending; and
2. U.S. Patent No. 6,696,545, issued February 24, 2004.

10/13/2005 RMEBRANT 00000016 10780321

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130.00 DP

An assignment is recorded in the United States Patent and Trademark Office for U.S. Serial No. 09/028,083, filed February 23, 1998, now U.S. Patent No. 6,696,545, at Reel No. 009349, Frame No. 0420, and re-recorded at Reel No. 015176, Frame No. 0116. Copies of these assignments are attached hereto.

SangStat hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154-156 and 173, as shortened by any terminal disclaimer of U.S. Serial No. 09/028,083, filed February 23, 1998, now U.S. Patent No. 6,696,545.

SangStat hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, SangStat does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154-156 and 173 of U.S. Serial No. 09/028,083, now U.S. Patent No. 6,696,545, as shortened by any terminal disclaimer, in the event that the patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer.

Serial No.: 10/780,321
Filed: February 17, 2004

The undersigned is empowered to act on behalf of the petitioner/assignee. The undersigned has reviewed the evidentiary documents in the chain of title of the present application identified above, and certifies that, to the best of assignee's knowledge and belief, title is in the assignee SangStat.

Also included herewith is the terminal disclaimer fee of \$130.00 under 37 C.F.R. 1.20(d). While Applicants believe that no other fees are due at this time, the Commissioner is authorized to charge any fees, including extension fees or any other relief that may be required, in connection with this reply to Deposit Account 50-2319 (Order No. 465840-00087; Docket No.: A-64360-2).

The undersigned is an attorney or agent of record.

DORSEY & WHITNEY LLP

Dated: <u>Oct. 6, 2005</u>	By: <u>Michael Kolman</u>
Customer No.: 32940 555 California Street, Suite 1000 San Francisco, CA 94104-1513 Telephone: (415) 781-1989 Facsimile: (415) 398-3249	Michael F. Kolman, Reg. No. 54,234 for Todd A. Lorenz, Reg. No. 39,754 Attorney of Record for Applicant



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 25, 2004

PTAS



102716135A

DORSEY & WHITNEY LLP
TODD A. LORENZ
FOUR EMBARCADERO CENTER
SUITE 3400
SAN FRANCISCO, CA 94111-4187

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/05/2004

REEL/FRAME: 015176/0116
NUMBER OF PAGES: 6

BRIEF: RE-RECORD ASSIGNMENT PREVIOUSLY RECORDED AT REEL 9349 FRAME 0420

ASSIGNOR:

CALAS, BERNARD

DOC DATE: 02/27/2004

ASSIGNEE:

SANGSTAT MEDICAL CORPORATION
6300 DUMBARTON CIRCLE
FREMONT, CALIFORNIA 94555

SERIAL NUMBER: 09028083

FILING DATE: 02/23/1998

PATENT NUMBER: 6696545

ISSUE DATE: 02/24/2004

TITLE: CYTOMODULATING LIPOPHILIC PEPTIDES FOR MODULATING IMMUNE SYSTEM
ACTIVITY AND INHIBITING INFLAMMATION

015176/0116 PAGE 2

DOROTHY WILLIAMS, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

4/5/04

RECOI

F

04-07-2004



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J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name(s) of conveying party(ies):

BERNARD CALAS



Additional names of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other (Reexecuted Assignment Document: Original
Assignment recorded at Reel/Frame: 9349/0420)

Execution Date: 2/27/04

2. Name and address of receiving party(ies):

Name: SANGSTAT MEDICAL CORPORATION

Internal Address: _____

Street Address: 6300 Dumbarton Circle

City: Fremont

State: CA

Zip: 94555

Additional name(s) & address(es) attached? ☐ Yes ☒ No

OFFICE OF PUBLIC RECORDS
2004 APR - 5 PM 3:00
FINANCE SECTION

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s): 09/028,083

B. Patent No(s): _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Todd A. Lorenz Reg. No. 39,754

Internal Address: DORSEY & WHITNEY LLP

Intellectual Property Department

Street Address: Four Embarcadero Center

Suite 3400

City: San Francisco

State: CA

Zip: 94111-4187

6. Total number of applications and patents involved:

1

7. Total Fee (37 CFR 3.41): \$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account.
☒ Please debit any underpayment or credit any overpayment to the deposit account number below.

8. Deposit account number:

50-2319

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Euk Y. Oh Reg. No. 54,345

Name of Person Signing

Signature

April 2, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 8

04/06/2004 ECDOPER 00000084 09028083

01 FC:8021

40.00 OP

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS, the undersigned, **Bernard CALAS** (hereinafter termed "Inventor(s)"), resident of **360 Avenue du Père Prévost, 34090 Montpellier, State of FRANCE**, has invented certain new and useful improvements in **CYTOMODULATING LIPOPHILIC PEPTIDES FOR MODULATING IMMUNE SYSTEM ACTIVITY AND INHIBITING INFLAMMATION** and has executed an application for United States Letters Patent having Serial No. **09/028,083**, filing date of **February 23, 1998**; and

WHEREAS, **Sangstat Medical Corporation** (hereinafter termed "Assignee"), a corporation of the State of **California**, having a place of business at **6300 Dumbarton Circle, Fremont, California, 94555**, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications

covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his/her respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee.

By

Bernard CALAS

County of Montpellier)
) SS.
State of FRANCE)

On this 27 day of February, in the year 2004, before me, Me Soules Bertrand Caroline Notary Public, personally appeared Bernard Calas, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Seal

Signature _____
(Notary Public)

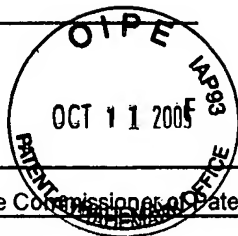
Je soussigné Me Soules Bertrand Caroline
Notaire à Montpellier, certifie la
signature ci-apposée de
M. Bernard CALAS
Montpellier, le 27 février 2004



FORM PTO-1595

MRD

7-23-98



08-03-1998



100780151

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

HEET

Attorney Docket No. A-64360-1/RFT/MTK

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Roland Buelow, Gerard Grassy, and Bernard Calas

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Security Agreement☐ Merger☐ Change of Name

Other: _____

Execution Date: April 20 and May 12, 1998

2. Name and address of receiving party(ies):

Name: SangStat Medical Corporation

Address: 1505-B Adams Drive
Menlo Park, CA 94025Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/028,083

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Flehr Hohbach Test Albritton & Herbert

Address: 4 Embarcadero Center, Suite 3400

San Francisco, CA 94111-4187

6. Total number of applications and patents involved: one

Total fee (37 CFR 3.41):\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

06-1300

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark T. Kresnak
Name of Person Signing
Reg. No. P-42,767

Signature

 7/20/98
Date
Total number of pages including cover sheet, attachments, and document: 5

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Mail documents to be recorded with required cover sheet information to:

07/28/1998 SSMITH 00000007 09028083

01 FC:581

40.00 OP

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT

WHEREAS WE, Roland Buelow of 2747 Ross Road, Palo Alto, CA 94303; Gerard Grassy of 32 rue du Pradas, 34470 Perols, France; and Bernard Calas of 360 avenue due Pere Prevost, 34090 Montpellier, France, have invented certain new and useful improvements in *Cytomodulating Lipophilic Peptides for Modulating Immune System Activity and Inhibiting Inflammation* for which invention we have executed an application for Letters Patent of the United States and which application may be identified in the United States Patent and Trademark Office as Serial No. 09/028,083, filed 23 February 1998; and

Whereas, SANGSTAT MEDICAL CORPORATION, a corporation of the State of California and having its principal place of business at 1505-B Adams Drive, Menlo Park, CA 94025 (hereinafter referred to as assignee) is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the Letters Patent to be obtained therefore;

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold assigned, and set over and by these presents do hereby sell, assign, and set over unto the said SANGSTAT MEDICAL CORPORATION and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

We hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, we convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications; and we do hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: _____ By: _____
Roland Buelow

Date: 12/05/98 By: _____
Gerard Grassy

Date: 12/05/98 By: _____
Bernard Calas

ASSIGNMENT

WHEREAS WE, Roland Buelow of 2747 Ross Road, Palo Alto, CA 94303; Gerard Grassy of 32 rue du Pradas, 34470 Perols, France; and Bernard Calas of 360 avenue due Pere Prevost, 34090 Montpellier, France, have invented certain new and useful improvements in *Cytomodulating Lipophilic Peptides for Modulating Immune System Activity and Inhibiting Inflammation* for which invention we have executed an application for Letters Patent of the United States and which application may be identified in the United States Patent and Trademark Office as Serial No. 09/028,083, filed 23 February 1998; and

Whereas, SANGSTAT MEDICAL CORPORATION, a corporation of the State of California and having its principal place of business at 1505-B Adams Drive, Menlo Park, CA 94025 (hereinafter referred to as assignee) is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the Letters Patent to be obtained therefore;

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold assigned, and set over and by these presents do hereby sell, assign, and set over unto the said SANGSTAT MEDICAL CORPORATION and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

We hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, we convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications; and we do hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: 4/20/98 By: Roland Buelow
Roland Buelow

Date: _____ By: _____
Gerard Grassy

Date: _____ By: _____
Bernard Calas

ASSIGNMENT

WHEREAS, the undersigned, **Bernard CALAS** (hereinafter termed "Inventor(s)"), resident of **360 Avenue du Père Prévost, 34090 Montpellier, State of FRANCE**, has invented certain new and useful improvements in **CYTOMODULATING LIPOPHILIC PEPTIDES FOR MODULATING IMMUNE SYSTEM ACTIVITY AND INHIBITING INFLAMMATION** and has executed an application for United States Letters Patent having Serial No. **09/028,083**, filing date of **February 23, 1998**; and

WHEREAS, **Sangstat Medical Corporation** (hereinafter termed "Assignee"), a corporation of the State of **California**, having a place of business at **6300 Dumbarton Circle, Fremont, California, 94555**, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications

covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his/her respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee.

By

Bernard CALAS

County of Montpellier)
) SS.
State of FRANCE)

On this 27 day of February, in the year 2004, before me, Me Soulas Bertrand Caroline Notary Public, personally appeared Bernard Calas, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Seal

Signature _____
(Notary Public)

Je soussigné Me Soulas Bertrand Caroline
Notaire à Montpellier, certifie la
signature ci-apposée de
M. Bernard CALAS
Montpellier, le 27 février 2004

